operation of complainant's wires difficult and dangerous. Defendant denied that the damage caused to complainant or its property was in excess of $3000; and alleged that the cost of removal of all posts and wires in dangerous proximity to complainant's lines would not exceed $500. The District Court dismissed the bill for want of jurisdiction on the ground that the jurisdictional amount was fixed by the cost of removal of the poles and wires, and complainant appealed. *Held*, the jurisdictional amount is to be tested by the value of the object to be gained, which included not only the abatement of the nuisance but also the prevention of the occurrence of a like nuisance in the future. *Glenwood Light & Water Co.* v. *Mutual Light, Heat & Power Co.*, 36 Sup. Ct. 31.

In holding that the District Court erred by testing the jurisdiction as it did, and not by the relief sought to be gained, the principal case followed the general rule adopted by the Supreme Court under varying circumstances. *Scott* v. *Donald*, 165 U. S. 107; *McDaniel* v. *Traylor*, 196 U. S. 415; *Berryman* v. *Whitman College*, 222 U. S. 334; *Hunt* v. *N. Y. Cotton Exchange*, 205 U. S. 322; *McNeill* v. *Southern Ry. Co.*, 202 U. S. 543. The decisions of the inferior courts are to the same effect. *Rainey* v. *Herbert*, 55 Fed. 443, 5 C. C. A. 183; *Board of Trade* v. *Cella Commission Co.*, 145 Fed. 28; *American Smelting & Refining Co.* v. *Godfrey*, 158 Fed. 225; *Symonds* v. *Greene*, 28 Fed. 834. While the rule must necessarily depend upon the facts of each particular case, it must be applied largely where the relief prayed is an injunction. Where the facts warrant, the value of the right or thing which the complainant seeks to have enjoined, and not the damage suffered by him, is the amount in controversy, as is so well illustrated in the leading case of *Mississippi & Mo. R. R. Co.* v. *Ward*, 2 Black 492.

CRIMINAL LAW—VENUE IN CASES OF INTERSTATE SHIPMENTS OF INTOXICATING LIQUOR.—§240 of the FEDERAL CRIMINAL CODE makes it a punishable offense knowingly to "ship or cause to be shipped from one state,—or from any foreign country into any state,—" any package containing any intoxicating liquor of any sort, "unless such package be so labeled on the outside cover as to plainly show the name of the consignee, the nature of the contents, and the quantity contained therein." The defendant was indicted in the District of Kansas for violating this statute by knowingly shipping or causing to be shipped such an unlabeled package from Joplin, Missouri, into Cherokee County, Kansas. The District Court sustained a motion to quash and a demurrer, and ordered the discharge of the defendant, on the ground that the offense was complete when the package was delivered to the carrier for shipment, and was cognizable only in the Western District of Missouri. On appeal under the CRIMINAL APPEALS ACT, c. 2564, 34 Stat. 1246, *held*, to ship a package from one state into another is essentially a continuing act, the performance of which is begun by delivering to the carrier and completed when the package reaches its destination, and is therefore cognizable in the District into which the package was transported, as provided in JUD. CODE, §42, formerly REV STAT. §731, which declares that where an offense is begun in one judicial circuit and completed

in another it shall be deemed to have been committed and to be cognizable in either district. *United States* v. *Freeman,* 36 Sup. Ct. 32.

In *Armour Packing Co.* v. *U. S.,* 209 U. S. 56, 28 Sup. Ct. 428, 52 L. Ed. 681, it was held that the offense of receiving rebates, whereby interstate shipments were made at rates less than the published schedules, was committed in every District through which the transportation was conducted, and that therefore the provision in the statute allowing prosecution in every such District was within the Sixth Amendment to the Constitution of the United States. The court there said, "Transportation is an essential element of the offense, and equally takes place over any and all the traveled route, and during transportation the crime is being constantly committed." The court did not cite this case, nor any other, on this point, for it found sufficient justification for its construction of the statute from the fact that the statute likewise made it an offense to ship from a foreign country into a State, an act which Congress could not well have intended should be a crime complete in the place of shipment, but which it must have intended to be cognizable in the District into which the package was transported. It might be added that enforcement would be much more practicable in the "dry" state into which the goods would, in most of the cases arising, be sent, than in the "wet" state from which they would be shipped.

DAMAGES—DELAY IN DELIVERING TELEGRAPH MESSAGE.—Plaintiff was agent for a furniture company, and had put in a bid for equipping a building of the University of California. Before the day set for the opening of bids, plaintiff's principal had wired him information which would have enabled him to lower his bid to such an extent that it would have been the lowest bid made. The Board of Regents of the University, who awarded the contract, were given power by statute to let the contract to the lowest responsible bidder, or to reject all bids and advertise anew. Because of the negligent delay of defendant, the telegram did not reach the plaintiff until after the bids were opened and the contract was let to another company which made the lowest bid. Plaintiff seeks to recover from defendant as damages the amount of commission he would have received had he obtained the contract, alleging that he would have received the contract, had it not been for defendant's delay. *Held.*—Plaintiff's complaint was demurrable, the damages claimed being too remote; as the Regents had power to reject all bids, it was not certain that plaintiff's principal would have obtained the contract even though his bid had been the lowest. *McQuilkin* v. *Postal Telegraph Cable Co.* (Cal. 1915) 151 Pac. 21.

The probabilities under these facts would seem to be much stronger that plaintiff would have received the contract than that he would not have received it. The court, however, looks upon his chance for the contract as a "mere probability", and refuses to allow damages for its loss. In the case of *Chaplin v. Hicks,* C. A. (1911) 2 K. B. 786, the English Court of Appeal hald that the right of a young lady to compete for a valuable prize was such a valuable chance that damages should be allowed her for depriva-